

A.G. Contract No. KR96-1950-TRN
ECS File: JPA 96-126
Project: SB AZ 96 (10)
TRACS: H 4400 01C & 01D
Section: US-60 Rest Area

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SUPERIOR, ARIZONA

THIS AGREEMENT is entered into 4 OCTOBER, 1996
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as
amended between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF SUPERIOR,
acting by and through its Mayor and Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The US Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 includes provisions for the Scenic Byway Interim Fund which establishes a program providing State administered funds to be used for the development of scenic byways and related projects. ISTEA funds in the amount of \$193,600.00 with a \$48,400.00 State match have been allocated to complete environmental documentation, prepare plans and specifications, call for bids and award a construction contract to construct a rest area facility on US Highway 60 in the Town.

NO. <u>21096</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/04/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Town will:

a. Complete environmental documentation and prepare plans for the rest area facility project and submit them to the State for concurrence.

b. Invoice the State for the cost of the plans, specifications or such other documents and services required for construction bidding, in a total amount not to exceed \$19,360.00

c. After the State approves and accepts the project, maintain the rest area facility within its right of way with due regard for the safety of those who use it, and in an attractive and sanitary manner, as it was designed and approved by the State. The Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

d. Be responsible for any contractor claims for compensation attributable to the Town.

2. The State will:

a. Pay the Town within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$19,360.00.

b. Approve the plans, call for bids and construct the project using Federal and State funds not to exceed \$222,640.00.

c. Be responsible for any contractor claims for compensation attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said rest area.

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3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007

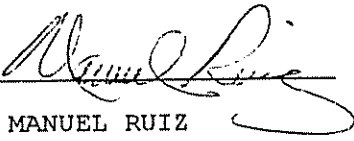
Town of Superior
Town Manager
734 Main Street
Superior, AZ. 85273

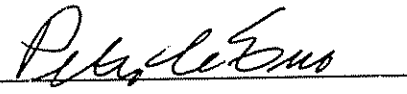
7. Attached hereto is the written determination of each party's legal council that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SUPERIOR

STATE OF ARIZONA
Department of Transportation

By 
MANUEL RUIZ
Mayor

By 
PETER L. ENO
Contract Administrator


ATTEST:

By 
MELLIE P. BRIBIESCAS
Town Clerk

RESOLUTION

BE IT RESOLVED on this 26th day of August 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Roadside Development Section, enter into an agreement with the Town of Superior to complete environmental documentation, prepare plans and specifications, call for bids and award construction contract(s) to construct a rest facility.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION #269

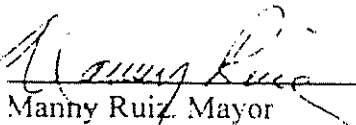
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION, STATE OF ARIZONA, AND THE TOWN OF SUPERIOR.

WHEREAS, the Mayor and Common Council of the Town of Superior are empowered by Arizona law and the Town Code to enter into intergovernmental agreements with the Arizona Department of Transportation (ADOT) when it is deemed in the best interest of the citizens of the Town to enter into same, and

WHEREAS, the Mayor and Council have determined that ADOT contract #JPA96-126 with regard to construction of a roadside rest area within the Town of Superior is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Town of Superior is hereby authorized to execute any, and all, documents necessary to enter into Intergovernmental Agreement #JPA96-126 with ADOT.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Superior this 19th day of September, 1996.


Manny Ruiz, Mayor

ATTEST:


Melie P. Bribiescas, Town Clerk


William L. Tift, Town Attorney

JPA 96-126

CZ.
Town of Superior
APPROVAL OF THE MOUNTAIN HILLS TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, ROADSIDE DEVELOPMENT SECTION and the TOWN OF SUPERIOR, and declare this agreement to be in proper form and within the powers and authority granted to the TOWN OF SUPERIOR under the laws of the State of Arizona.

DATED this 19th day of Sept 1996.

William J. Zaffi
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1950-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27th day of September, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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